

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

MICHAEL KAUFFMAN,

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC.,  
COLLEGEBOXES, LLC and eMOVE, INC.,

Defendants.

Case No. 5:16-cv-04580-JFL

**DECLARATION OF DAVID LOPRESTI IN SUPPORT OF DEFENDANTS'  
MOTION TO COMPEL ARBITRATION**

I, David LoPresti, declare that the statements made in this Declaration, pursuant to 28 U.S.C. § 1746, are true and correct to the best of my knowledge and belief. I understand that false statements made herein are subject to penalties of perjury and declare as follows:

1. I am employed by eMove, Inc. as its Director and have been since August 2012. The information contained herein is either personally known to me or has been obtained from (1) people whom I believe to be reliable and capable of ascertaining the facts described herein or (2) business records maintained by eMove.

2. In my capacity as Director, I am and have been responsible for managing eMove's "Moving Helpers," including Plaintiff Michael Kauffman.

3. Between approximately December 2010 and October 2015, Michael Kauffman was a "Moving Helper."

4. Michael Kauffman's contractual relationship with e-Move was governed exclusively by the eMove Moving Help – Moving Helper Agreement (the "eMove Agreement"). A true and correct copy of the eMove Agreement is attached hereto as Exhibit 1.

5. On or around May 24, 2013, I emailed all active Moving Helpers, including Mr. Kauffman, a notification that the eMove Agreement had been posted to their online accounts. True and correct copies of the content of the email and the page of the email distribution list for May 24, 2013 that includes Plaintiff are attached hereto as Exhibit 2.

6. A Moving Helper is an individual or business that provides moving labor services to customers who select the Moving Helper option through the "movinghelp.com" website (also referred to as the Marketplace), through UHI's website ("brought to you by MovingHelp.com") or by otherwise seeking labor services when renting a truck or trailer from UHI or its subsidiaries. *See* eMove Agreement, Ex. 1, §§ 1(A), 5.

7. After the customer and the Moving Helper have determined to enter into a contract, eMove provides a code to the customer to give the Moving Helper once the customer is satisfied that the services have been properly completed by the Moving Helper. *See* eMove Agreement, Ex. 1, at §§ 8-9.

8. The Moving Helper then provides this code to eMove, which releases the customer's funds to the Moving Helper. *See* eMove Agreement, Ex. 1, at §§ 8-9.

9. eMove charges a "MarketPlace Fee" for facilitating transactions between Moving Helpers and customers, which is set by the eMove Agreement at 15% of the "total amount paid by the Customer for the Services." *See* eMove Agreement, Ex. 1, at § 8.

10. Acceptance of to the terms of the eMove Agreement was an explicit requirement for a Moving Helper to offer its' services on the Marketplace or otherwise through eMove and if

any of the Moving Helpers had declined to agree to the eMove Agreement they would have been terminated from the MarketPlace. *See* eMove Agreement, Ex. 1, §§ 36-37.

11. eMove maintains eMove Messageboards, which allow Moving Helpers to make posts and comments.

12. In multiple posts that Mr. Kauffman made on the eMove Messageboards, he confirmed not only that he had received the eMove Agreement, but that he had read it, including specifically the arbitration provision. True and correct copies of the eMove Messageboard regarding the topics “New Agreement?” and “New movinghelp agreement” are attached hereto as Exhibit 3.

13. In addition, Mr. Kauffman made posts on the eMove Messageboard to other Moving Helpers that the eMove Agreement would provide the terms and conditions of obtaining customer jobs through the MarketPlace and directing the other Moving Helper to read the eMove Agreement. A True and correct copies of the eMove Messageboard regarding the topic “100 Mile Radius” is attached hereto as Exhibit 4.

14. The eMove Agreement provides the following with respect to Arbitration:

You and Us agree that because this Agreement affects and involves interstate commerce, the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., shall govern this arbitration provision. You and Us agree that any and all disputes, lawsuits, legal controversies, legal actions or legal claims (all collectively an “Action”) arising out of or relating to this Agreement shall be settled by mandatory and binding arbitration.

The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association (“AAA”). The findings of the arbitrator may not change the express terms of this Agreement and shall be consistent with the arbitrator’s understanding of the findings a court of proper jurisdiction would make in applying the applicable law to the facts underlying the dispute. Upon request of that party, the arbitrator will keep any part of the proceedings confidential so as to protect a party’s confidential information, proprietary information and trade secrets. You and Us agree that with regard to a party’s protection of its confidential information, proprietary information, trade secrets, trademarks, copyrights, goodwill and protection against customer confusion in the

marketplace, that a party may seek injunctive relief and an arbitrator may award injunctive relief. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator shall be binding. Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be shared equally.

YOU AND US EXPRESSLY AGREE THAT ANY ACTION SHALL BE BROUGHT AND ARBITRATED ONLY ON AN INDIVIDUAL PERSON OR INDIVIDUAL ENTITY BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. YOU AND US AGREE THAT THE ARBITRATOR HAS THE AUTHORITY TO AWARD RELIEF ONLY ON AN INDIVIDUAL PERSON OR INDIVIDUAL ENTITY BASIS.

Both parties agree that if a party files any Action contrary to this provision, the other party can recover reasonable attorney fees and reasonable costs resulting from those efforts necessary to challenge that filing and bring the Action back in accordance with the terms of this provision.

*See eMove Agreement, Ex. 1, at § 34 (emphasis in original).*

15. Pursuant to the eMove Agreement Moving Helpers, including Mr. Kauffman, are not employees of eMove, UHI or Collegeboxes:

- **Neutral Venue and Online Clearinghouse:** We and Our Moving Help MarketPlace function solely as a neutral venue and online clearinghouse. We are the neutral venue for the connection between You and the Customer. You do not work for Us or represent Us. You agree that We are not your employer. You agree that We only operate a website. We do not provide any endorsement for You or Your Services. You acknowledge and agree that We do not provide the Services and We are not in any way responsible for assisting You in any manner with Your provision of the Services. We cannot and will not guarantee the ability of a Customer to complete payment for any of the provided Services. You acknowledge and agree that any and all communications, correspondence, verbal or written, or any warranties or representations made with regard to the Services are not provided by Us and are specifically and solely between You and the Customer.
- **Our relationship with You.** You hereby agree and acknowledge that Your execution of this Agreement, Your provision of the Services and/or Your use of the Moving Help MarketPlace, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship with Us and furthermore no affiliation, association or connection exists between You and Us.

*See eMove Agreement, Ex. 1, at §§ 4, 38 (emphasis in original).*

16. The eMove Agreement provides that “because this Agreement affects and involves interstate commerce, the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq., shall govern this arbitration provision.” *See* eMove Agreement, Ex. 1, at § 34.

17. Mr. Kauffman never expressed a desire to reject or change the terms of the eMove Agreement, or made any effort to rescind his acceptance of the eMove Agreement.

18. The amount of hours that Mr. Kauffman (or any other Moving Helper) worked and the terms of payment applicable to the Moving Helpers are set forth exclusively in the eMove Agreement. *See* eMove Agreement, Ex. 1, at §§ 4, 7-11, 16, 17, 22.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on October 10, 2016.



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David LoPresti

# Exhibit 1

Version: 05/24/2013:

## **eMove Moving Help - Moving Helper Agreement**

### **AGREEMENT:**

**You acknowledge and agree to the following terms and conditions when You use the Moving Help MarketPlace. Our responsibilities are specific and limited to the terms of this Agreement. You must read, agree with, and accept all of the terms and conditions contained in this Agreement which are those terms, conditions and definitions expressly set out below.**

#### **1. Definitions:**

A. The following is a non-exhaustive list of definitions that shall apply to the use of this MarketPlace; other definitions are included through out the text:

- "You", "Your", "User", "mover", "moving helper", "service provider" - you, individually, or You for and on behalf of, an entity, organization or corporation, who provides services, such as moving help services and others, to the consuming public;
- "We", "Us", "Our" - eMove, Inc., a Nevada Corporation with a principal place of business in Phoenix, Arizona;
- "Services" - The services that You offer to provide and/or provide to the consuming public;
- "Moving Help MarketPlace" or "MarketPlace": Our MarketPlace located at [www.movinghelp.com](http://www.movinghelp.com)
- "Customer(s)" - individual who desires to obtain Services;
- "Agreement" - the agreement for use of the Moving Help MarketPlace;

**2. Free Sign up and Advertising Acknowledgement; Common Sense and Business Judgment:** You acknowledge that We allow You to sign up on the MarketPlace free of charge and allow You to advertise Yourself and Your Services free of charge. You agree to use common sense and good business judgment when using the Moving Help MarketPlace.

**3. Modification of Agreement:** We may modify the Agreement by sending to You, by email to Your provided email address, a copy of the modified Agreement. If You reject the modified Agreement, then You must terminate this Agreement immediately with notice to Us (email notice to Our appropriate representative is sufficient notice hereunder) no later than thirty (30) days after the modified Agreement is sent to You by Us. You agree that Your continued participation as a moving helper thirty (30) days after the Agreement is sent to You by Us is Your express consent and agreement to the Modified Agreement and all of its terms and conditions. This Agreement shall not be modified, amended, and or changed in any manner by You without Our consent.

**4. Neutral Venue and Online Clearinghouse:** We and Our Moving Help MarketPlace function solely as a neutral venue and online clearinghouse. We are the neutral venue for the connection between You and the Customer. You do not work for Us or represent Us. You agree that We are not your employer. You agree that We only operate a website. We do not provide any endorsement for You or Your Services. You acknowledge and agree that We do not provide the Services and We are not in any way responsible for assisting You in any manner with Your provision of the Services. We cannot and will not guarantee the ability of a Customer to complete payment for any of the provided Services. You acknowledge and agree that any and all communications, correspondence, verbal or written, or any warranties or representations made with regard to the Services are not provided by Us and are specifically and solely between You and the Customer.

**5. Labor Only:** You agree that the MarketPlace is a place where You offer labor services only and that the Services that You provide will only involve labor. You agree that You will not use Your participation in the MarketPlace as a means to market or solicit services that involve something other than only labor

**6. Disputes:** Because we are a neutral venue (as explained above), We are not responsible for resolving any disputes between You and the Customer regarding the Services. All disputes must be resolved between



You and the Customer. Therefore, if We are contacted by a Customer who claims to have a dispute with You regarding the Services and they request Your contact information (including but not limited to any of Your provided phone numbers and/or addresses) to settle the dispute, You expressly authorize Us to release Your provided contact information to the Customer and You agree to release Us from any and all liability associated therewith.

**7. Effective Offer and Acceptance for Services:** You agree and acknowledge that when a request for the Services has been submitted to You by a Customer, the Customer has effectively communicated an offer to You to enter into a contract for the Services. Furthermore, if You accept the request, You and the Customer have entered into a contract for the Services.

**8. MarketPlaceFee:** We are the neutral venue for the connection between You and the Customer. When that connection results in a contract between You and the Customer for the Services and then, later payment by the Customer for the Services, You acknowledge and agree that We shall receive, and that We are entitled to receive, a "MarketPlace Fee". Our MarketPlace Fee is NOT an additional charge to the total amount to be paid by the Customer for the Services. Our MarketPlace Fee is calculated as a 15% cut from the total amount paid by the Customer for the Services. We reserve the right to change Our MarketPlace Fee from time to time. You agree that We may change Our MarketPlace fee and that We may post that change to the MarketPlace and/or Your Account. Before We change the fee in this manner and it becomes effective, We will give You thirty (30) days prior notice by email to your provided email address ("Prior Notice"). If You reject the modified fee, then You must terminate this Agreement immediately with notice to Us (email notice to Our appropriate representative is sufficient notice hereunder) no later than thirty (30) days after the Prior Notice. You agree that Your continued participation as a moving helper thirty (30) days after the Prior Notice is Your express consent and agreement to the modified fee.

REMEMBER: You agree that Our MarketPlace Fee is not an additional amount to be charged or collected in addition to the total amount charged for the Services.

**9. Payment for Services:** You acknowledge and agree that payment for the provided Services will be made pursuant to the provision of the Payment Authorization Code ("Code") to You by the Customer. Payments for the Services are to be released to You upon Your input of the Code. You acknowledge and agree that We do not have any responsibility for the payment for the Services nor are We responsible for provision of the Code. The Customer is solely responsible for payment for the Services and it is the sole responsibility of the Customer to provide You with the Code. Furthermore, We specifically disclaim any representation or warranty that the Customer will provide You with the Code. We can not and will not guarantee Customer's obligation to provide You with the Code. Finally, You agree and acknowledge that if for whatever reason the Services were not completed or the Customer was not satisfied with the performance of the Services, the Customer may choose not to present the Code to You.

**10. Your Financial Obligation to Us:** By entering the Code you represent and warrant the following: (1) The Customer has voluntarily and knowingly provided You with the Code; (2) The Services have been completed; (3) Your payment for the Services will be the total amount charged for such Services less Our MarketPlace Fee; and (4) You accept and agree to the MarketPlace Fee, and; (5) You have not otherwise violated the terms and conditions of this Agreement.

**11. Additional Services:** If at any time, and for any reason, the scope of the Services has changed in such a manner that in addition to the agreed upon Services, You provide additional Services, and You charge the Customer for those additional Services, You agree to do the following: (1) You will promptly report to Us the additional Services that were provided; (2) You will report to Us the total amounts charged for such Services, and; (3) You agree to remit payment to Us (as an additional MarketPlace Fee) calculated as a 15% cut from the total amount charged by You for those additional Services. Your obligations to report and remit payment to Us under this provision shall be performed no later than ten (10) calendar days from the date that the additional Services were provided.

**12. Authorization to credit and debit Your identified account:** You irrevocably and expressly authorize Us to credit any monies to the account that You have identified for Us.

You irrevocably and expressly authorize Us to withhold any monies and/or debit any monies from any

account that You have identified to Us for any customer disputes, charge backs, fees, costs, deductions, adjustments and any other amounts owed to Us.

We reserve Our rights to all actions and remedies in connection with any monies owed to Us.

You will indemnify, defend and hold Us harmless for any claims, demands or causes of actions that we take toward any identified account pursuant to this Section..

### **13. Additional and specific prohibited actions regarding the Moving Help MarketPlace**

**A. Fees and Customers:** You shall NOT:

- Charge to, or in any way attempt to collect from, the Customer, as an additional charge to the total amount agreed upon for the Services or otherwise, Our MarketPlace Fee.

**B. Our right to Moving Help MarketPlace Fees.** You shall NOT, and shall NOT cause another person or entity to engage in any conduct, act or behavior, that is intended or designed to circumvent or avoid, in any manner, Our right to a MarketPlace Fee.

1. Specifically, You shall NOT do the following:

- Enter into any transaction, letter of intent or memorandum of understanding, written or verbal, formal or informal agreement, with a Customer, that circumvents or avoids Our right to a MarketPlace Fee;
- Communicate or correspond, whether by written, verbal, or electronic means, with a Customer, for the purpose of entering into an agreement or transaction that circumvents or avoids Our right to a MarketPlace Fee.

**C. Prohibited actions regarding Customer Reviews:** You acknowledge and agree that a critical component of the integrity of the Moving Help MarketPlace is the ability of Customers to make comments about You and/or Your services (whether positive, neutral or negative) AND for other Customers to read and evaluate those reviews ONLY while on the Moving Help MarketPlace and to make voluntary choices based upon those reviews. Therefore, in order to preserve a critical component of the integrity of the Moving Help MarketPlace, You agree that You shall NOT:

- Improperly influence, or cause another to, improperly influence in any manner the review of the Customer;
- Post and/or cut and paste and/or copy, in whole or in part, the content of a Customer review from the Moving Help MarketPlace to Your own personal or business website, to any other third party web site and/or on any of Your own personal, business or third party marketing/advertising materials regardless of the form;
- Post or attempt to post, in any manner or by any means, a review on Your own Moving Help account or the account of any other moving helper.

**D. Prohibited Referral Relationships:** You represent and warrant that there is no understanding, agreement or relationship, business or personal, between You and any U-Haul Center personnel and/or U-Haul dealer personnel whereby such personnel refers, to You, U-Haul customers for the purposes of Moving Help services ("referral relationship"). You agree not to communicate or correspond with, whether by written, verbal or electronic means, any U-Haul Center personnel and/or U-Haul dealer personnel, for the purpose of entering into or establishing such a referral relationship.

**E. Multiple Accounts:** You agree not to create, maintain and/or manage, or be associated directly or indirectly with, or receive payment from, more than one Moving Helper Account/Profile whether or not such additional profiles/accounts were created by You or by others at Your direction.

**14. Unpaid MarketPlace Fees:** If, for any reason, any MarketPlace Fees have not been received or in any manner realized by Us on amounts that have been released to You for the Services and any additional Services performed by You ("Unpaid MarketPlace Fees"), You agree to pay such Unpaid MarketPlace Fees immediately upon receipt of written demand by Us. You also agree to pay any legally appropriate interest charges, attorney fees, and other costs of collection incurred by Us with respect to any Unpaid MarketPlace Fees. You also consent and authorize Us to in Our sole discretion make appropriate reports to credit

reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

**15. Moving Helper Profile:** You acknowledge that the Moving Help MarketPlace exists for the Customer to make a fully informed decision about Your rates, Services offering, policies and procedures. Therefore, You shall fully disclose to every Customer all of Your rates, Services offering, policies and procedures, and any fees that You will charge, including, but not limited to, taxes and/or other miscellaneous charges. However, You hereby acknowledge and agree that We are not obligated to allow You to post any information in Your profile that You may want including but not limited to Your business name, Your phone number and/or any other any information that We reasonably believe may be used to circumvent Our MarketPlace Fee or as may otherwise violate this Agreement.

**16. Changes & Cancellations:** You acknowledge and agree that the Customer is entitled to make changes to, and cancellations of, the Services. If as a result of such changes by Customer, You are unable to perform the Services, You agree to use all reasonable efforts to timely inform the Customer. You agree to hold Us harmless from any claims, cost, expenses, losses, and liabilities resulting from Customer changes or cancellations.

**17. Refund Policy:** If the Customer presented the Code to You, he/she is not entitled to a refund unless the Customer initiates a chargeback with their payment card provider and We are unable to reverse the chargeback via a dispute with that provider. In addition, should a payment card charge be identified as fraudulent, You agree that We are within Our rights to recover payment (minus MarketPlace fees) from Your selected payment method.

**18. Confidentiality/Non-Disclosure:** As a result of the performance of this Agreement, We will disclose to You or You may otherwise learn of or discover, certain and some of Our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of Our business ("Our Information"). You hereby agree and acknowledge that any and all of Our information is confidential and shall be Our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by this Agreement. Any disclosure of Our Information to a third party specifically including a competitor is strictly prohibited and will be vigorously challenged in a court of law.

Furthermore, You acknowledge and agree that any breach of this confidentiality/non-disclosure provision shall cause Us irreparable harm and as a result, We will have no adequate remedy at law. Therefore, You acknowledge and agree that We have the right to seek and to obtain injunctive relief for any breach of the confidentiality/non-disclosure provision.

**19. Non-Competition:** You represent, warrant and covenant that during the term of this Agreement, that You, for yourself, Your heirs, assigns, successors, shareholders, officers, directors, employees, principals, partners, agents, managers and members, shall not engage in, or assist others in, the operation of an internet based moving help marketplace similar to Our "eMove Moving Help Marketplace". Upon termination of this Agreement for any reason by either party, You represent, warrant and covenant that for a period of one (1) year within the United States and Canada, You, for yourself, Your heirs, assigns, successors, shareholders, officers, directors, employees, principals, partners, agents, managers and members, shall not engage in, or assist others in, the operation of an internet based moving help marketplace similar to Our "eMove Moving Help Marketplace".

You acknowledge and agree that any breach of this non-competition provision shall cause Us irreparable harm and as a result, We will have no adequate remedy at law. Therefore, You acknowledge and agree that We have the right to seek and to obtain injunctive relief for any breach of the non-competition covenant. In the event any part of this provision is determined to be unenforceable by a court of law, the remainder of this provision shall be enforceable to the fullest extent permitted by such court.

Furthermore, You agree that any of the consideration set forth in this Agreement is sufficient for all of your promises under this provision.

**20. Right to Reject or Remove Moving Help Affiliate:** Because You are charged no "sign up" fee or other initial fee (among other provided consideration to You), to participate in the Moving Help MarketPlace, You expressly allow Us to reserve the absolute right to reject Your participation, or remove you from your current participation, in the Moving Help MarketPlace at any time and for any reason or for no reason and without

prior notice to You. An event that may result in the rejection or removal of Your participation can include but is not limited to: any breach of this Agreement; any circumvention of the Moving Help MarketPlace by You or by others at Your direction; any failures to verify Your identification verification information; Your circumvention of the MarketPlace Fee; any attempt by You to improperly influence, or cause another to, improperly influence the review of the Customer; any attempt by You to harass, or cause another to harass, or commit inappropriate communications with a Customer and/or a failure to deliver the promised Services on time; any attempt by you to harass, or cause another to harass, or commit inappropriate communications with one of Our representatives; Your failure to make full disclosure on Your Moving Helper Profile as discussed above.

**21. Petition for Reinstatement as a Moving Help Affiliate:** Upon Your removal from the Moving Help MarketPlace, You may petition for reinstatement to the MarketPlace ONLY if Your removal was NOT based upon the following:

- a. Any attempt by You to, or cause another to, improperly influence the review of a Customer;
- b. Any attempt by You to harass, or cause another to harass, or commit inappropriate communications with a Customer;
- c. Any attempt by You to harass, or cause another to harass, or commit inappropriate communications with one of Our representatives; or
- d. Where you have been charged or convicted of a felony and/or misrepresented the same;

We reserve the right to modify this list from time to time and You expressly agree that You are not entitled to any prior notice of any changes.

Your Petition for Reinstatement must include the following:

- a. A written statement as to why You should be reinstated as a Moving Helper;
- b. Your contact information;

Your Petition shall be reviewed by Moving Help at Our discretion and any determination as to Your reinstatement will be based on Our sole judgment.

Your submission of a Petition does not in any manner guarantee that You will be reinstated and We specifically disclaim any and all representations with respect to such guarantee.

We will contact You as to Our decision to reinstate You. We are not obligated to give You any reason or basis as to Our decision. You understand that any decision as to reinstatement may be a simple, yes or no. All decisions are final.

If the Decision is made to reinstate You, and depending upon the circumstances of Your removal, You may be required to pay a non-refundable reinstatement fee in an amount to be determined by eMove at its sole discretion which fee shall be paid via United States Postal Money Order made payable to eMove Inc. and mailed to:

eMove, Inc.  
2727 N. Central Ave.  
Phoenix, Arizona 85004

Account re-activation will be completed upon receipt of payment. Any reinstatement does not in any manner modify or change Your obligations as a Moving Helper as described in this Agreement (and/or later modifications thereof) or as described in the Moving Help MarketPlace.

**22. Taxes:** You are responsible for collecting and remitting any and all taxes associated with the transaction for Services.

**23. Record Keeping/Audit:** We reserve the right to keep all records of any and all transactions and communications regarding the Moving Help MarketPlace.

**24. Non-Interference:** You shall not otherwise interfere, or attempt to interfere, with any of Our other business relationships including those with Our Customers and other Moving Helpers.

**25. Identification:** You agree to submit to the identification verification process by Accurant ID. The verification of Your identity will NOT include a criminal background check or a credit background check.

**26. No Felony Convictions:** You represent and warrant that You, and any individuals associated with You who will perform the Services, have not been convicted of a felony. Furthermore, You represent or warrant that there are currently no legal proceedings, criminal, civil or administrative, instituted against You that will prevent You from performing the Services.

**27. Fraudulent Activity:** You acknowledge that We will cooperate with law enforcement to the fullest extent of the law if it is alleged that You, or others on Your behalf, have committed any type of fraudulent activity on or through the MarketPlace including but not limited to credit card fraud and other cyber fraud. Therefore, You agree that We may provide any necessary information or documentation about You or Your account to law enforcement officials that is necessary for them to conduct an investigation into any fraudulent

**28. Protection of Intellectual Property Content:** The Moving Help MarketPlace contains copyrighted material, inventions, know how, potential patentable business method material, design logos, phrases, names, logos or HTML Code ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are Our sole property and We retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this Moving Help MarketPlace including but not limited to its color combinations, sounds, layouts and designs. You agree and acknowledge that Your use of this Moving Help MarketPlace does not confer upon You any license or permission to use Our (or any third party's) Intellectual Property Content. You shall not reproduce, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks and copyrights are held by their rightful owners.

**29. Trademark and Domain Name Protection:** The Moving Help MarketPlace contains trademarks, tradenames, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by Us. Unless You have the specific written consent of one of Our Officers, You agree that no right, property, license, permission or interest of any kind in or to the Marks is given or transferred to You, or acquired by You, pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of Our right of title to or license of use for the Marks, and You shall not encourage or assist others directly or indirectly to do so during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You shall not use or register any domain name that is identical to or similar to any of the Marks.

**30. No Control of Communication or Information and Content:** The Moving Help MarketPlace acts as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will We act as a monitor over the content of such communication for information. However, We do reserve the absolute right to remove or restrict any communication or information that You may post to the Moving Help MarketPlace that is in violation of this Agreement, illegal, threatening, or lewd. You acknowledge and agree that this Moving Help MarketPlace acts as a passive conduit for any of Your on line communication or distribution of content or information.

**31. Your Information on the MarketPlace:** You expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the MarketPlace, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent to allow Us to use Your communication, content and/or information and not violate Your rights in the same, You grant to Us a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that You have in Your communication, content and/or information. You further represent and warrant that any and all of Your online communication, content and/or information:

1.) Will not violate any federal or state law, regulation, rule, or statute;



- 2.) Will not violate the terms of this Agreement;
- 3.) Will not infringe any third party's intellectual property rights including but not limited to copyright, patent or trademark rights;
- 4.) Will not contain obscene, lewd, or suggestive content and under no circumstances will it contain child pornography;
- 5.) Will not be libelous, threatening, harassing or defamatory;
- 6.) Will not contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of Our MarketPlace, operation of any of Our systems and or create or impose a large burden or load on Our MarketPlace;
- 7.) Will not scan or test the vulnerability or security of Our MarketPlace or the system within which it operates;
- 8.) Will not be used for commercial or public purposes outside of the requirements of this Agreement;
- 9.) Will not create liability for Us in any manner whatsoever;
- 10.) Will not frame or link to Our MarketPlace without Our written permission;
- 11.) Will not involve the upload, or insertion of, any programming language or code into or onto, Our MarketPlace, including but not limited to any Moving Helper profiles.

You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information. You assume legal responsibility for all damages incurred as a result of any of Your online communication or distribution of information.

**32. Copyright Infringement Policy:** Pursuant to 17 United States Code 512(c) (2) ("Digital Millennium Copyright Act of 1998"), Our designated agent for notice of alleged copyright infringement appearing on our MarketPlace is:

Legal Dept.  
eMove, Inc.  
2727 N. Central Ave.  
Phoenix, Arizona 85004  
Phone: (602) 263-6811  
Fax: (602) 277-5812

You need to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 to file a notice of infringement. The text of this statute can be found at the U.S. Copyright Office web site, <http://lcweb.loc.gov/copyright/>.

**33. Release/Waiver of Liability:** You expressly acknowledge and agree that the transaction and any resulting provision of Services are solely between You and the Customer. Therefore, You hereby waive and release Us and Our officers, directors, agents, representatives and employees and Our parent corporations and their officers, directors, agents, representatives and employees, and each of them, from any such claims, liabilities, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute between You and a Customer. If You are a California resident, You expressly waive California Civil Code § 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**34. Arbitration:** You and Us agree that because this Agreement affects and involves interstate commerce, the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq., shall govern this arbitration provision. You and Us agree that any and all disputes, lawsuits, legal controversies, legal actions or legal claims (all collectively an "Action") arising out of or relating to this Agreement shall be settled by mandatory and binding arbitration.

The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The findings of the arbitrator may not change the express terms of this Agreement and shall be consistent with the arbitrator's understanding of the findings a court of proper jurisdiction would make in applying the applicable law to the facts underlying the Action. Upon request of that party, the arbitrator will keep any part or all of the proceedings confidential so as to protect a party's confidential information, proprietary information and trade secrets. You and Us agree that with regard to a party's protection of its confidential information, proprietary information, trade secrets, trademarks, copyrights, goodwill and protection against customer confusion in the marketplace, that a party may seek injunctive relief and an arbitrator may award injunctive relief. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator shall be binding. Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be shared equally.

YOU AND US EXPRESSLY AGREE THAT ANY ACTION SHALL BE BROUGHT AND ARBITRATED ONLY ON AN INDIVIDUAL PERSON OR INDIVIDUAL ENTITY BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. YOU AND US AGREE THAT THE ARBITRATOR HAS THE AUTHORITY TO AWARD RELIEF ONLY ON AN INDIVIDUAL PERSON OR INDIVIDUAL ENTITY BASIS.

Both parties agree that if a party files any Action contrary to this provision, the other party can recover their reasonable attorney fees and reasonable costs resulting from those efforts necessary to challenge that filing and to bring the Action back in accordance with the terms of this provision.

**35. Indemnification:** You shall indemnify, defend and hold harmless, Us, Our directors, officers, agents, representatives and employees and Our parent corporations and their directors, officers, agents, representatives and employees, and each of them, from and against any and all claims, demands, causes of action, costs, damages, expenses, losses and liabilities (including reasonable attorney fees), incurred or to be incurred, arising out of or resulting from: the performance or non-performance of the Services undertaken to be performed directly or indirectly hereunder; Your negligent or intentional acts or omissions; any breach of this Agreement; the conduct of Your business; Your violation of and federal or state law, rule or regulation; or Your violation of any third party rights specifically including any third party intellectual property rights.

**36. Qualification for Use of Our MarketPlace:** In order to qualify to use Our MarketPlace, You must be able to enter into a legally binding contract under applicable law. You represent and warrant that You have the authority to enter into a legally binding contract on behalf of yourself, and/or on behalf of the group, entity, organization, or corporation that You represent. Our MarketPlace is not intended or provided for use by minors (persons under the age of eighteen). Our MarketPlace is also not intended to be accessed or used by a suspended or terminated Moving Help MarketPlace member.

**37. Termination:** We have the right to terminate this Agreement or the operation of the Moving Help MarketPlace at any time with or without cause and without any notice to You. You have the right to terminate this Agreement upon thirty (30) days prior notice to Us (email notice to Our appropriate representative is sufficient notice hereunder).

**38. Our relationship with You:** You hereby agree and acknowledge that Your execution of this Agreement, Your provision of the Services and/or Your use of the Moving Help MarketPlace, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with Us and furthermore that no affiliation, association or connection exists between You and Us.

**39. Assignment:** This Agreement may be assigned and transferred by Us to a third party at anytime and without notice to You. This Agreement may NOT be assigned by You. Any attempted assignment by You is void.

**40. Survival:** The following provisions of this Agreement shall survive any termination of this Agreement or any termination of Your participation in the Moving Help MarketPlace:

6, 8, 9, 10, 11, 12, 14, 17, 18, 19, 27, 28, 29, 33, 34, and 35.

**41. Severability:** Each provision of this Agreement is intended to be severable. If any term, covenant, condition, or other provision herein is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as though the invalid or unenforceable provisions had not been included. A waiver of any part of or performance under this

Agreement shall not constitute a waiver of the whole.

**42. Headings:** The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**43. Integration:** This Agreement supersedes any and all prior discussions and agreements and the parties in this Agreement to the extent set forth herein contains the sole, final and complete expression and understanding between the parties hereto with respect to the transactions contemplated hereby.

**44. No Third Party Beneficiaries:** No person other than the parties hereto, shall have any rights or claims under this Agreement.

**45. Compliance with Laws:** You agree that it is Your sole obligation to comply with all laws, rules, statutes and regulations that may apply to You or Your Services including any and all state and federal licensing requirements.

**46. Your Security Practices With Regard to Customer Information:** You agree to immediately implement (if You have not done so already) and maintain commercially reasonable security procedures and practices to protect Customer information from unauthorized access, destruction, use, modification or disclosure.



# Exhibit 2

[Home](#) | [Orders](#) | [Helpers](#) | [Reports](#) | [Admin](#)

## Mass email sent

[Send a mass email](#)

[illegible]



[illegible]

## Mass email distribution

**Sent by:** DAVID LOPRESTI

The image displays a 3x20 grid of black bars. Each row contains 20 bars, and there are 3 rows in total. The bars vary in length, with some being very short and others nearly spanning the width of the grid. The bars are arranged in a way that suggests a comparison or distribution across 20 categories or time points. The first row has bars of varying lengths, the second row has bars of varying lengths, and the third row has bars of varying lengths. The bars are solid black and are set against a white background with light gray grid lines.

[Affordable Moving](#)

mike kauffman

mkauffman760@comcast.net

# Exhibit 3



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05-24-2013, 11:00 PM

**Land Of Enchantment Moving Co, LLC.**

Posts 463

### New Agreement?

reply quote delete edit

[Lock Thread](#)

Got the Email from David. Overlooked the new agreement could not find anything much new; anyone notice anything new?

05-24-2013, 11:11 PM

**Kauffman's Moving**

Posts 7,360

### Re: New Agreement?

reply quote delete edit

[Lock Post](#)

Land Of Enchantment Moving Labor wrote:

Got the Email from David. Overlooked the new agreement could not find anything much new; anyone notice anything new?

No im a little lost i reread it seems the same might be some new language in there? IDK i don't think im breaking any rules.

05-24-2013, 11:16 PM

**Land Of Enchantment Moving Co, LLC.**

Posts 463

### Re: New Agreement?

reply quote delete edit

[Lock Post](#)

Agreed.




05-24-2013, 11:30 PM

 **Kauffman's Moving**  
Posts 7,360**Re: New Agreement?** [reply](#)  [quote](#)  [delete](#)  [edit](#)[Lock Post](#)

Well its 130 am busy busy as usual time to hit the sack.

David if you get a chance can you point to the changes, i honestly couldn't find them but im no lawyer either.


05-25-2013, 10:03 AM

 **Administrator**  
Posts 1,662**Re: New Agreement?** [reply](#)  [quote](#)  [delete](#)  [edit](#)[Lock Post](#)

Section 3 and Section 34 are the primary edits of the new agreement.

David L.

05-25-2013, 10:14 AM

 **Kauffman's Moving**  
Posts 7,360**Re: New Agreement?** [reply](#)  [quote](#)  [delete](#)  [edit](#)[Lock Post](#)

Ok, a Arb clause, and we agree correct?


05-25-2013, 12:06 PM


 **Administrator**  
Posts 581**Re: New Agreement?** [reply](#)  [quote](#)  [delete](#)  [edit](#)[Lock Post](#)

Changes in sections 3 & 34.





Vickie

05-25-2013, 8:13 PM


 **Land Of Enchantment  
Moving Co, LLC.**

  
Posts 463

**Re: New Agreement?**

 reply  quote  delete  edit  
[Lock Post](#)





TY.

 05-27-2013, 7:23 AM


 **Warriors On The  
Battlefield**

  
Posts 10

**Re: New Agreement?**

 reply  quote  delete   
[Lock Post](#)





agreed

 05-27-2013, 7:25 AM

 **Warriors On The  
Battlefield**

  
Posts 10

**Re: New Agreement?**

 reply  quote  delete   
[Lock Post](#)

secention 3 :34

 **NEW TOPIC**

**Page 1 of 1 (10 items)**

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[Community Server :: Forums](#) » [Moving Help](#) » [Q & A](#) » [Re: New movinghelp agreement](#)


05-25-2013, 9:04 PM

**August Movers**

Posts 92

### New movinghelp agreement

reply quote delete edit

[Lock Thread](#)

Can admin or someone please just sum up what changes have been made. What is new, what is different from previous agreements? Thank you in advance.

Randall  
August Movers

05-25-2013, 10:00 PM

**B O B - Big Orange Box - Ubox Services**

Posts 127

### Re: New movinghelp agreement

reply quote delete edit

[Lock Post](#)
**Administrator wrote:**

Section 3 and Section 34 are the primary edits of the new agreement.

David L.

From a thread in the General section of the forum.

05-25-2013, 10:29 PM

**Kauffman's Moving**

Posts 7,360

### Re: New movinghelp agreement

reply quote delete edit

[Lock Post](#)

doesn't seem like much basically what i got is you agree to it the new one and an arbitration clause that probally just got reworted.

05-28-2013, 12:11 PM

 **August Movers**

  
Posts 92

**Re: New movinghelp agreement**

 reply  quote  delete  edit

[Lock Post](#)

Thank you.

 **NEW TOPIC**

**Page 1 of 1 (4 items)**

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# Exhibit 4



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[Community Server :: Forums](#) » [Moving Help](#) » [General](#) » [Re: 100 Mile Radius](#)


09-02-2013, 10:55 AM


**Taylor Main Moving &  
Transport**


Posts 41

### 100 Mile Radius

[Lock Thread](#)

Can someone please tell me the section of the moving helper agreement that says we cannot go past a 100 mile radius and/or have more then one city registered? Thanks in advance.

09-02-2013, 11:03 AM


**Silent Saguaro Moving  
Labor Solutions**


Posts 292

### Re: 100 Mile Radius

[Lock Post](#)

Pretty much in the agreement, word by word. Read carefully mate.

09-02-2013, 11:21 AM


**Kauffman's Moving**


Posts 7,360

### Re: 100 Mile Radius

[Lock Post](#)
**Taylor Main Moving & Transport wrote:**

Can someone please tell me the section of the moving helper agreement that says we cannot go past a 100 mile radius and/or have more then one city registered? Thanks in advance.

9 jobs 2 reviews and your asking why you can't go past 100 miles nor open in different cities lmao

Your question is answered word for word in the agreement might want to go read it .

At 105 or 89 buck after fee's on a 2/2 i don't know how you make money unless you do what we do.

09-02-2013, 11:28 AM

 **Moonlighting Movers**


Posts 2,781

**Re: 100 Mile Radius**
   
[Lock Post](#)
 **Kauffman Moving wrote:**
 **Taylor Main Moving & Transport wrote:**

Can someone please tell me the section of the moving helper agreement that says we cannot go past a 100 mile radius and/or have more then one city registered? Thanks in advance.

9 jobs 2 reviews and your asking why you can't go past 100 miles nor open in different cities lmao

Your question is asnwered word for word in the agreement might want to go read it .

At 105 or 89 buck after fee's on a 2/2 i don't know how you make money unless you do what we do.

Be thankful for the 100 mile radius or Kauffman's would have colonized Mars by now



09-02-2013, 12:10 PM

 **Kauffman's Moving**


Posts 7,360

**Re: 100 Mile Radius**
   
[Lock Post](#)
 **Moonlighting Movers wrote:**
 **Kauffman Moving wrote:**
 **Taylor Main Moving & Transport wrote:**

Can someone please tell me the section of the moving helper agreement that

says we cannot go  
past a 100 mile  
radius and/or have  
more then one city  
registered? Thanks  
in advance.

9 jobs 2 reviews and your asking why  
you can't go past 100 miles nor open  
in different cities Imao

Your question is asnwered word for  
word in the agreement might want to  
go read it .

At 105 or 89 buck after fee's on a 2/2 i  
don't know how you make money  
unless you do what we do.

Be thankful for the 100 mile radius or Kauffman's would have  
colonized Mars by now 🙄

Imao

09-02-2013, 12:14 PM

 **Kauffman's Moving**

  
Posts 7,360

 reply  4439 quote  delete  edit

**Re: 100 Mile Radius**

[Lock Post](#)

You have same days on moon got one in balti refuses to answer phone giving it one last  
chance then she's on her own.



09-02-2013, 12:31 PM

 **Moonlighting Movers**
  
 Posts 2,781
**Re: 100 Mile Radius**




[Lock Post](#)

No I don't do the same days. My old boss at Budget used to make us do same day lol I hated them. How do they code it if a customer says you didn't show up?

09-02-2013, 1:00 PM

 **Kauffman's Moving**
  
 Posts 7,360
**Re: 100 Mile Radius**




[Lock Post](#)

I've had a couple i keep good notes everytime i call,email, text i put that in the notes. At some point it becomes pointless.

Ive never had a problem with coding with these except once from a smartass from uhual call center he couldn't understand and he hung up on me and coded it as a no show had it changed the next day.

She finally replied your clear lol we don't do same days either and when they don't answer or call you day of your sol i tried my best i don't do same day moves.

My problem right know and please no one take offense is ppl from middle east man \*\*\*ers want to haggle price book 2 hrs for a 2500 sqft house. Had one grab one of my guys, said thats it leave. I cringe when i see the last names anymore. I would love a reject button.

09-02-2013, 1:03 PM

 **Moonlighting Movers**
  
 Posts 2,781
**Re: 100 Mile Radius**




[Lock Post](#)

Good idea! I wouldn't put up with the octopus, hands on customers either.

09-02-2013, 2:31 PM

 **Angry Ducks**
  
 Posts 61
**Re: 100 Mile Radius**




[Lock Post](#)

He fears the duck..Kauffman ...lol

09-02-2013, 2:42 PM

 **Kauffman's Moving**

  
Posts 7,360

**Re: 100 Mile Radius**

[Lock Post](#)

lol i fear when i can't understand a word being said i know whats coming before we even get there.

09-02-2013, 5:35 PM

 **Taylor Main Moving & Transport**

  
Posts 41

**Re: 100 Mile Radius**

[Lock Post](#)

"He"? Duck, I'm a "She", my husband and I are are partner's in this business venture.

09-02-2013, 5:40 PM

 **Taylor Main Moving & Transport**

  
Posts 41

**Re: 100 Mile Radius**

[Lock Post](#)

I see the duplicate account bit, but not the 100 mile limitation (other than the system itself). Anywho, thanks for your reply Silent Saguaro.

09-02-2013, 5:43 PM

 **Taylor Main Moving & Transport**

  
Posts 41

**Re: 100 Mile Radius**

[Lock Post](#)

Don't worry about how I make money Kauffman, I find it interesting that several of you have smart remarks to make but yet no one has provided the number of the section. Very interesting....

09-02-2013, 5:44 PM

 **Kauffman's Moving**

  
Posts 7,360

**Re: 100 Mile Radius**

[Lock Post](#)



**Taylor Main Moving & Transport wrote:**

I see the duplicate account bit, but not the 100 mile limitation (other than the system itself).&nbsp; Anywho, thanks for your reply Silent Saguaro. <br />

Trust me if we could open in other cities the big guys would do it, there would be 50 of us sps dominating most the real market.

100 miles is good. Should be able to hit some good markets there Mrs Taylor



**Page 1 of 3 (41 items)** [1](#) [2](#) [3](#) »

[Community Server :: Forums](#) » [Moving Help](#) » [General](#) » **Re: 100 Mile Radius**

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